

For conditions of sale and other particulars, *vide* the Notification No. E. 223-810-36, dated 19th April 1937, published by the Chief Conservator of Forests in Mysore, in the *Mysore Gazette*, dated 22nd April 1937.

H. S. RANGACHAR,
District Forest Officer.

MYSORE DISTRICT.

SALE OF LOPS AND TOPS.

Notification dated 7th March 1938.

It is hereby notified for general information that the right of collecting and removing lops and tops and other poles and trees remaining unfelled in the following coupes of the Mysore District for the year 1937-38 will be sold by public auction by the District Forest Officer, Mysore District, or any other Officer deputed by him on the date and places and subject to the conditions mentioned below :—

The sale will commence at 2 P.M. precisely on each day and will be subject to the confirmation of the District Forest Officer, Mysore District, or the Chief Conservator of Forests in Mysore, as the case may be.

Name of Range	Name of Forest	Description of coupes	Approximate Quantity available				Place of sale	Date of sale	Remarks
			Teak	Matti	Honne	Other kinds			
Kakankote	Kakankote	Kakankote Clear Felling area of 1937-38	240	200	200	150	Travellers' Bungalow at Anthersanthe.	26th March 1938.	
Begur	Begur	Begur Clear Felling area of 1937-38	300	200	200	150			
	Begur	Selection Working coupe of 1937-38	320	300	300	200			
	Begur	Regeneration Working coupe of 1937-38	320	300	300	200			

N.B.—It should be clearly noted that the contractor should make his own arrangements for the removal of timber in the coupes, and that the Forest Department will not undertake any responsibility in the matter of opening roads, etc.

2. Each bidder shall, before he is permitted to bid, be required to furnish a solvency certificate as under the Thangadi rules and deposit a sum of Rs. 100 (one hundred only) as earnest deposit with the officer conducting the sale; the deposit will be returnable to him immediately after the close of the sale, if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale, pay 25 per cent of the bid amount less the deposit already paid, failing which the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working, which will be recoverable from him as arrears of land revenue but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The timber will be sold in terms of cubic feet (the bidder will have to bid at so much per cubic foot of timber).

5. Power is reserved to the District Forest Officer or such other officer conducting the sale as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Any person bidding at the sale may be required by the officer conducting the sale, to state whether he is bidding on his own behalf or as an agent, and in the latter case to produce a written authority signed by the principal.

7. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted shall deposit a sum of Rs. 100 (one hundred) or 25 per cent of the sale amount, whichever is less, for each coupe as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of annas ten accepting the above terms specified below, failing which the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof, relieving him of any liability under the contract.

8. Interest will be charged on all belated payments at 6½ per cent from the date of their falling due up to the date of payment.

The following are the further conditions to which the contractor should bind himself :—

- (a) That he shall collect and remove the timber prepared purchased before the 15th June 1938.
- (b) That he shall furnish the Range Officers concerned with a list of agents and workmen who will be employed by him in the forest for extraction of timber prepared.
- (c) That he shall bind himself to pay in advance the value of the minimum quantity of timber to be fixed by the District Forest Officer and shall remove all marketable portions.
- (d) That he will not be eligible for any refund of advance if the minimum quantity fixed is not removed, but any excess quantity removed shall be paid for at auction rates.
- (e) That no timber prepared in the coupe shall be removed, unless it is measured and stamped at the stump by the Range Forest Officer or such other officer deputed by the District Forest Officer and until it is duly paid for.
- (f) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.
- (g) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employers or workmen.
- (h) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.
- (i) That no timber operation shall take place in the forest after sunset and before sunrise.
- (j) That he shall have no right whatsoever over the coupe and over the timber paid for but left unremoved in any of the coupes after 30th June 1938.
- (k) That he shall maintain a register in the form prescribed by the District Forest Officer showing the quantity of timber of each kind collected and shall keep it open for the examination of Forest Officers above the grade of guards.
- (l) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be cancelled at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in column (2) *supra*; if the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

Notification dated 7th March 1938.

The undermentioned quantities of timber will be sold by the District Forest Officer, Mysore District, or any other Officer authorised by the District Forest Officer at 2 P.M. on the date noted against the Depot under the following conditions :—

Name of Depot	Date of sale	Teak	Honne	Other kinds	Remarks
1. Ramanathapur (Arkalgud Taluk).	4th April 1938	C.ft. 500	C.ft. 500	C.ft. 500	More or less.

N.B.—If the sale is not concluded on the day notified, it will be continued and concluded on the next day.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale but defaulters to the department will not be allowed to bid at the sales.

- (a) In the case of the purchasers not exceeding Rs. 200 in value, this initial deposit of Rs. 200 need not be insisted upon provided that the full purchase money is paid in cash on the spot.
- (b) The deposit of Rs. 200 to be placed with the officer conducting the sale is reduced to Rs. 50 in cases where the purchase of timber does not exceed Rs. 200 in value.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. Subject to the minima prices fixed in each case by the Chief Conservator of Forests (which will not be divulged), the highest bidder shall ordinarily be the purchaser, but the Officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers. Should any lot be disputed, it shall again be put up and sold.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 1,000 in each case, are subject to the confirmation of the Chief Conservator, and in other cases to that of the District Forest Officer, subject to the following conditions:—

(a) That the rate realised in a sale does not fall short of the average of the three previous sales by more than 5 per cent or is more than that realised at the previous sales.

(b) That the power of confirming sales up to the limit of Rs. 1,000 shall be exercised only in the case of timber.

(c) That the confirmation of sales is ordered by the District Forest Officers only after the payment of the full purchase money.

5. After conclusion of the sale, each purchaser will be furnished with a memo, showing the total value and the purchase made by him. Thereupon, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of the successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of the notice of confirmation of the sale, whichever is later. In the case of purchasers of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the 15th May 1938. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*. Interest at 6½ per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale, and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser, so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

K. REVANNA, District Forest Officer.